1. Tender Response Forms

Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this Schedule 2.

# Attachment 1: Tenderer’s Details

Tenderers should provide full responses in completing the following information to enable the High Court to clearly identify the entity responding to the RFT.

|  |
| --- |
| Full name of Tenderer: |
| Trading or business name: |
| Tenderer’s Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details): |
| If a company |
| The registered office: |
| The principal place of business: |
| The date and place of incorporation and the Australian Company Number: |
| Individual shareholders holding 20 per cent or more of any issued share capital: |
| Any related companies within the meaning of section 50 of the *Corporations Act 2001 (Cth)*: |
| If a trustee |
| Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed): |
| If a partnership |
| Provide details of the relevant partnership including a copy of the relevant partnership agreement: |
| Subcontractors |
| Please include a full explanation of any part of the Goods and Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the Goods and Services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor. |

# Attachment 2: Tenderer’s Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response. Amendments may only be made where necessary to complete the Deed.

## DEED POLL

Date: ^insert date^

By: ^insert full legal name of Tenderer^ (Tenderer)

## Context

Request for Tender in relation to ^details^ (RFT).

## Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

## Compliance with RFT

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.

The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

## Offer

The Tender constitutes an offer (Offer) to provide the Goods and Services on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its Statement of Compliance submitted as part of its Tender, and accordingly is capable of immediate acceptance by the High Court so as to form a binding contract.

The Offer remains open for acceptance by the High Court for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by the High Court, the Tenderer will execute a contract in the form set out in Schedule 3, subject to any amendments noted in the Tenderer’s Statement of Compliance, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Contract, the High Court may complete the contract at its reasonable discretion, and the Tenderer shall execute the resultant contract.

## Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

## Ethical Dealing

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former High Court officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the High Court.

The Tenderer represents that it has not:

* + - * 1. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
        2. engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
        3. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the High Court, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
        4. otherwise acted in an unethical or improper manner or contrary to any law.

## Conflict of Interest

The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Goods and Services:

* + ^insert list or, where no conflict exists, write ‘none’^

The Tenderer undertakes to advise the High Court in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Goods and Services.

***Note to Tenderers***: A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently.

A conflict of interest may exist if:

Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with the High Court’s personnel involved in the evaluation of Tenders; or

Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass the High Court.

If at any time prior to entering into the contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer that Tenderer should immediately notify the Contact Officer.

## Employee entitlements

The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

## Compliance with Australian standards

The Tenderer represents that it is able to meet any Australian standards applicable to the Goods and Services.

## Workplace Gender Equality Requirements

The Tenderer understands that it is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

***Note* *to Tenderers*:** Tenderers must choose one of the following:

* + - * 1. The Tenderer confirms that it is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates its compliance with the *Workplace Gender Equality Act 2012* (Cth).

OR

* + - * 1. The Tenderer confirms that it is a relevant employer. If selected as the preferred or successful Tenderer, the Tenderer will upon request from the High Court provide a current letter of compliance prior to entering into any contract. The Tenderer acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the preferred or successful Tenderer.
        2. The Tenderer confirms that it is not a relevant employer.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia as represented by the High Court of Australia

Dated this ^insert day^ day of ^insert month^ 201^year^

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED by ^insert name of Tenderer^ by its duly authorised representative:  ^Name of signatory^ | )  )  )  ) | Signature |
| In the presence of:  ^Name of witness^ |  | Signature of witness |

# Attachment 3: Overall compliance with the RFT

Tenderers are requested to demonstrate their overall compliance with the RFT.

Tenderers are also referred to the essential requirements set out in Schedule 1 Item 3 and the policies and standards in Item 4 of Schedule 1.

Tenderers should provide evidence of compliance with:

* + - 1. all applicable Australian standards, including those specified in Item 4.2 of Schedule 1.
      2. evidence of compliance with relevant regulations and regulatory frameworks, including:
         1. labour regulations, including ethical employment practices;
         2. work health and safety; and
         3. environmental impacts.

# Attachment 4: Proposed Services

Tenderers are requested to demonstrate their:

* + - 1. ability to identify and deliver an effective solution for the delivery of the Goods and Services and manage the risk related to their proposed solution in a manner that meets the HCA’s requirements;
      2. experience in laying woven Wilton Loom heritage style carpet with a jute backing in challenging spaces such as the High Court building;
      3. experience in stretching and laying carpet including requirements such as laying carpet up the lower part of some walls;
      4. ability and experience to deliver the Goods and Services in a manner that meets the Court’s heritage management requirements; and
      5. capacity to stage the delivery of the Goods and Services in a manner that accommodates the Court’s sitting calendar.

# Attachment 5: Capability, Experience and Expertise

## Technical and Management Capability

Tenderers are requested to:

1. demonstrate their technical and management capability and capacity as head contractor to deliver the Goods and Services to the High Court of Australia;
2. provide details of the skills, experience and qualifications of proposed personnel and sub-contractors; and
3. provide details of a Project Manager appointed to oversee all aspects of the carpet laying project in collaboration with the High Court Project Officer.

## Experience and Demonstrated Expertise

Tenderers are requested to demonstrate their performance and proven experience as head contractor in the delivery of similar services in a similar environment to HCA.

# Attachment 7: Statement of Compliance

Tenderers submit their Tenders on the basis that they comply with all requirements specified in the body of the RFT. In the case of the Schedules to the RFT including the description of the Goods and Services in Schedule 1 and the Draft Contract in Schedule 3. Tenderers’ compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each paragraph of the description to the Goods and Services and each provision of the Draft Contract including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the High Court during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:

|  |  |
| --- | --- |
| complies | means that the Tenderer will comply without amendment |
| does not comply | means that the Tenderer will not comply without amendment |
| partially complies | means that the Tenderer will comply partially and that some amendment is required |
| not applicable | means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees). |

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example ‘Paragraphs 3.1 to 3.15 – Does Not Comply’, or ‘Schedule 1 - Complies’.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

1. specific reasons for the partial or non-compliance; and
2. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with paragraph 5.2.3, Tenders should also include in their compliance statement any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the compliance statement:

## Table 1: Compliance with Statement of Requirement in Schedule 1 of the RFT

|  |  |  |
| --- | --- | --- |
| Paragraph/schedule/attachment | Nature of compliance | Proposed wording of any amendment to the provision |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Table 2: Compliance with Draft Contract

|  |  |  |
| --- | --- | --- |
| Paragraph/schedule/attachment | Nature of compliance | Proposed wording of any amendment to the provision |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Table 3: Request to keep Information Confidential

(a) Information contained in contract:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |

1. Information obtained or generated in performing contract:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |